



County of San Bernardino

F A S

STANDARD CONTRACT

SIXTH AMENDMENT

FOR COUNTY USE ONLY

<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dept.	A	Contract Number 92-357 A-6	
County Department Real Estate Services Department			Dept.	Orgn.	Contractor's License No.	
County Department Contract Representative David H. Slaughter, Director			Telephone 387-7813		Total Contract Amount	
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date		Contract End Date		Original Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
					N31707	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name Chino - SCALF			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Southern California Agricultural Land Foundation

hereinafter called TENANT

Address

13839 Bon View Avenue

Chino, CA 91710

Telephone

(909) 464-0186

Federal ID No. or Social Security No.

33-0392136

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, the COUNTY and TENANT on June 1, 1992, entered into an agreement, Contract No. 92-357, wherein the COUNTY agreed to lease certain real property (.57 acre) to the TENANT for a five (5) year term; and,

WHEREAS, the COUNTY and TENANT on May 20, 1997, entered into a First Amendment to Contract No. 92-357, wherein COUNTY agreed to extend the initial term for an additional five (5) year term and provide TENANT a second five (5) year option to renew the lease; and,

WHEREAS, the COUNTY and TENANT on June 18, 2002, entered into a Second Amendment to Contract No. 92-357, wherein COUNTY agreed to extend the term on a year-to-year basis up to a total of four (4) years and increased the rent paid to COUNTY during the extended term(s), in lieu of the five-year extension. The parties also extended the lease for a period of one (1) year ending on May 31, 2003, and the rent payable by TENANT to COUNTY for this first extended term (June 1, 2002 through May 31, 2003) was Seven Hundred Fourteen and 00/100 Dollars (\$714.00) per month; and,

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Input Date	Keyed By

WHEREAS, the COUNTY and TENANT on May 20, 2003, entered into a Third Amendment to Contract No. 92-357 wherein COUNTY agreed to extend the term for a period of one (1) year ending May 31, 2004. Rent payable by TENANT to COUNTY for this extended term (June 1, 2003 through May 31, 2004) was Seven Hundred Twenty-eight and 00/100 Dollars (\$728.00) per month; and,

WHEREAS, the COUNTY and TENANT on April 27, 2004, entered into a Fourth Amendment to Contract No. 92-357 wherein COUNTY agreed to extend the term for a period of ninety (90) days ending August 31, 2004. Rent payable by TENANT to COUNTY for this extended term (June 1, 2004 through August 31, 2004) was Seven Hundred Twenty-eight and 00/100 Dollars (\$728.00) per month; and,

WHEREAS, the COUNTY and TENANT on August 24, 2004, entered into a Fifth Amendment to Contract No. 92-357 wherein COUNTY agreed to extend the term for a period of ninety (90) days ending November 30, 2004. Rent payable by TENANT to COUNTY for an additional extended term (September 1, 2004 through November 30, 2004) was Seven Hundred Twenty-eight and 00/100 Dollars (\$728.00) per month; and,

WHEREAS, COUNTY and TENANT now desire to extend a final term of the lease for a period of ninety (90) days, after which time the lease will expire.

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree that Lease Agreement, Contract No. 92-357, is amended as follows:

1. Effective December 1, 2004, the lease term is extended for a period of ninety (90) days ending February 28, 2005, at which time the lease will expire, and the option provided in Paragraph six, "TENANT'S RIGHT TO RENEW LEASE" is deleted. Upon execution of this amendment, the rent payable by TENANT to COUNTY for this extended term (December 1, 2004 through February 28, 2005) shall remain Seven Hundred Twenty-eight and 00/100 Dollars (\$728.00) per month.

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2. All other provisions and terms of the Lease Agreement, Contract No. 92-357, as previously amended, shall remain the same and are hereby incorporated by reference.
3. The effective date of this amendment shall be December 1, 2004.

END OF SIXTH AMENDMENT.

COUNTY OF SAN BERNARDINO

►
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Southern California Agricultural Land Foundation
(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name Daniel Hostetler

Title Chairman

Dated: _____

Address 13839 Bon View Ave., Chino, CA 91710

Approved as to Legal Form

►
Rex A. Hinesley, Chief Deputy County Counsel

Date November 16, 2004

Reviewed by Contract Compliance

►

Date _____

Presented to BOS for Signature

►
Department Head

Date _____

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Input Date	Keyed By